



# STATE OF ARKANSAS

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## Term Contract

Vendor No. 100051323  
Contact SHELLY DUGGER  
Your reference SP-07-0003

SYSCO FOOD SERVICES OF ARKANSAS INC  
PO Box 194060  
LITTLE ROCK AR 72209

Contract No. 4600011407  
Date 08/14/2006

Contact Howard Nesmith  
Telephone 501-371-6055  
Fax 501-324-9311

Our ref. ST  
Incoterms FOB  
DESTINATION

Send Invoice To:

AS SPECIFIED ON AGENCY'S PURCHASE  
ORDER

Ship To:

Valid from: 08/14/2006  
Valid to: 07/31/2008

REFERENCE TRACKING NUMBER: SP-07-0003  
COMMODITY: FROZEN FOODS  
CONTRACT TYPE: TERM (OUTLINE AGREEMENT)

CONTRACT PERIOD: AUGUST 14, 2006 through JULY 31, 2008

\* \* \* ZONE ONE AWARD \* \* \*

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT YOUR AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

VENDOR NAME: Sysco Food Service  
VENDOR PHONE #: 501-562-4111  
VENDOR FAX # 501-562-1092  
VENDOR E-MAIL ADDRESS: dugger.shelly@ar.sysco.com  
FEDERAL ID#: 73-1576314

F.O.B.: AS SPECIFIED BY AGENCY PURCHASE ORDER

### SUMMARY REPORTS

Awarded vendors will be required to issue a summary report on purchases made by item number, brand, zone, pack/size, quantity, and agencies. This report must be sent to the Office of State Procurement by November 1, 2007 to cover orders placed during the first 12 months of this contract.

### GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

  
Purchasing Official/Fiscal Officer

8/11/06  
Date

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A second report, covering orders for the second period of this contract, will be required by November 1, 2008, after contract expiration. Both reports should be sent to the attention of Howard Nesmith, Buyer.

**MANDATORY USAGE**

This contract is mandatory for the agencies listed in this document and it shall be up to the successful contractors to extend cooperative participation to other state agencies not listed.

**QUANTITIES:**

Quantities represented herein are estimates only for one (1) year and should not be construed as maximum or minimum requirements. Quantities are accurate to the best of our ability, but do not represent a minimum or maximum requirement. User agency population fluctuations may effect the total requirements for each line item.

**SPECIFICATIONS:**

Agency receiving personnel shall check all products when delivered and notify the Office of State Procurement, Attn: Howard Nesmith, Buyer if they do not conform to specifications. Arrangements may be made for a State or Federal Inspector to examine the product to verify nonconformance.

Drain weights, minimum weights for the items listed shall conform to those specified in the applicable current federal standard for grade for the product.

**PRIVATE LABEL PRODUCTS WILL NOT BE ACCEPTED WHEN SPECIFIC BRANDS HAVE BEEN REQUESTED. PACKER BRAND IS NOT ACCEPTABLE AS SPECIFYING BRAND NAME.**

No distressed or salvaged food will be accepted.

All products delivered shall be from the latest season's pack. All products will be delivered in first-class condition. No damaged cans or bags will be accepted. Damaged packages, i.e., torn, crushed or otherwise exposed to the elements or damaged in a manner so as to lose eye appeal will be refused. Contractor will be responsible for replacement of any item so refused.

**SHELF LIFE OF FOOD:**

All products shall be from the latest season's pack and have a packaging date no longer than 9 months before the actual delivery date to any state agency. Frozen products at no time shall have exceeded USDA guidelines for temperature, packaging, storage and transportation.

All items must have a 90-day shelf life from the time of delivery where applicable.

**AUTHORIZATION FOR SHIPMENT:**

Purchase order from the using agency will authorize shipment. Orders from the agency shall be placed with the vendor seven (7) days prior to the specified delivery date.

**PACKAGING/TRANSPORTING:**

Products delivered shall be processed and packed in accordance with good commercial practice and shall conform to all applicable standards promulgated under the Federal Food, Drug and Cosmetic Act in effect

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at time of shipment.

Shipping cases shall be plainly marked on one end describing name and brand of product, quantity and weight of cartons.

### DELIVERY:

DELIVERY IS F.O.B. DESTINATION PREPAID FREIGHT - INSIDE DELIVERY WITH SEVEN (7) CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER OR AS SPECIFIED ON AGENCY PURCHASE ORDER TO VARIOUS FOB POINTS AS LISTED IN BID.

All transportation expenses will be the responsibility of the contractor.

### DELIVERY REQUIREMENTS:

The contractor shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized order. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency.

Some agency's have special limitations as to truck size, delivery dock and material handling capabilities that must be adhered to. Such special instructions will be indicated on the agency's purchase order. Actual examples of limitations include but are not limited to: Southeast Arkansas Community Corrections, Pine Bluff, AR has no delivery dock; Omega Center, Malvern, AR can not accept trucks larger than 48 foot; Arkansas School for the Blind, Little Rock, AR has no delivery dock, inside delivery location below ground level with very limited usage of elevator.

"Working days" shall be defined as Monday thru Friday of each week exclusive of all official State holidays.

All deliveries must be coordinated with the state agency. Vendors unable to make scheduled deliveries for any reason shall notify recipient agency in advance (preferably 24 hours, if possible) of delivery schedule problems.

All purchase orders received on the last day of the contract must be shipped at the contract price.

Any item listed herein that is not delivered in a timely manner or when delivered does not conform to the requirements of the purchase order, may be purchased on the open market by the using agency. The contract vendor may be charged for any product cost incurred by the state that is in excess of the contracted price.

Damaged packages, i.e., torn, crushed or otherwise exposed to the elements or damaged in a manner so as to lose eye appeal will be refused. Contractor will be responsible for replacement of any item so refused.

### REIMBURSEMENT FOR DAMAGED (UNUSABLE) PRODUCTS:

All returns, such as dented cans, broken cases or unusable product shall be picked up by the vendor within thirty days. After thirty days the agency may discard product. If replacement or credit is not made within thirty (30) days the credit will be deducted from the vendor's unpaid invoice.

### PRICE ESCALATION:

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For the initial contract all prices quoted shall be firm through November 30, 2006.

As an alternative to the provisions in Item #4 "PRICES" of the RFQ/RFP Standard Terms and Conditions, an opportunity for item(s) price escalation will be allowed during the term of contract.

It should be noted that item(s) price decrease will be expected and accepted at any time during the contract period.

During the term of this contract the opportunity for item(s) price increases will be made available once every 4 months. The vendor must submit a written request for price increases during the time frame as outlined below for their effectiveness date to the Office of State Procurement, Attn: Howard Nesmith, Buyer.

For price changes effective December 1, 2006 through March 31, 2007 requests must be submitted between November 1, 2006 through November 15, 2006.

For price changes effective April 1, 2007 through July 31, 2007 requests must be submitted between March 1, 2007 through March 15, 2007.

For price changes effective August 1, 2007 through November 30, 2007 requests must be submitted between July 1, 2007 through July 15, 2007.

For price changes effective December 1, 2007 through March 31, 2008 requests must be submitted between November 1, 2007 through November 15, 2007.

For price changes effective April 1, 2008 through July 31, 2008 requests must be submitted between March 1, 2008 through March 15, 2008.

Written price increase requests shall be supported by documentary evidence, including manufacturer/broker discounts and charge backs to justify the increase. National commodity pricing and futures provided by independent and industry accepted market report can also be used when documentation includes the bid opening date as a base period. Price increases will be limited to the actual dollar increase per case incurred by the awarded contractor from their supplier or manufacturer. Invoices including manufacturer/broker rebates, discounts and charge backs, both prior and current to date of request, must be submitted to support your price adjustment request.

In the event of a State or National Emergency, Natural Disaster, Weather Phenomenon, State or Federal Executive Order price increase requests will be considered.

Note: Vendors shall not delay or stop deliveries pending price changes. Price changes will be effective on items with an order date after the effectiveness date. The order date is the date of the State issued purchase order to the vendor. Items that have an order date prior to the newest effectiveness date will be invoiced at the current effective price on the date of the purchase order regardless of when delivery is accepted.

The State reserves the right to reject any price adjustment request within 30 days of the request. No further requests for item price increase adjustment shall be considered. If the price change is not

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acceptable due to any reason, price will then be negotiated with the Office of State Procurement.

Should the Office of State Procurement refuse to grant a price escalation the Vendor may withdraw a line item bid if the continuance of providing such item is detrimental to the company's operations. In the event a line item is withdrawn, it will remain withdrawn for the full term of this contract. In the event an item being withdrawn is part of an "All or None" grouping the entire grouping may be withdrawn from the requesting Vendor. The Office of State Procurement reserves the right to determine if allowing the Vendor to continue supplying the remaining "All or None" grouping is in the best interest of the State.

### THE AGENCIES ARE AS FOLLOWS:

#### ZONE 1

Arkansas Department of Correction  
Warehouse Dist.  
7600 Correction Circle  
Pine Bluff, AR 71601

Arkansas Health Center  
6701 Hwy 67  
Benton, AR 72015

Human Development Center  
Alexander Unit  
Alexander, AR 72002

School for the Blind  
2600 W. Markham  
Little Rock, AR 72205

School for the Deaf  
2400 W. Markham  
Little Rock, AR 72205

Human Development Center  
Conway Unit  
Siebenmorgan Road  
Conway, AR 72032

Hot Springs Rehab. Center  
105 Reserve  
Hot Springs, AR 71902

Southeast Arkansas  
Community Correction Ctr.  
7301 West 13th  
Pine Bluff, AR 71602

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Central Arkansas  
Community Correction Ctr.  
4823 West 7th  
Little Rock, AR 72204

Omega Center  
104 Walco Lane  
Malvern, AR 72104

Item	Material/Description	Target Qty	UM	Unit Price	Amount
0010	10125342 Juice, Apple, frozen, US Grade A Juice, Apple, frozen, US Grade A, 12/32 oz, Ardmore	167	Case	23.39	\$ 3,906.13
0020	10125343 Juice, Apple, frozen, US Grade A, Juice, Apple, frozen, US Grade A, 70/4 oz, Sysco Brand	44	Case	6.83	\$ 300.52
0030	10125344 Juice, Apple, frozen, Plastic 48 Juice, Apple, frozen, US Grade A, Plastic Cups, 96/4 oz, Sysco Brand	1	Case	9.44	\$ 9.44
0040	10125345 Juice, Apple, Plastic Cups, 96/4 Juice, Apple, frozen, US Grade A, Plastic Cups, 96/4 oz, Sysco Brand	316	Case	9.15	\$ 2,891.40
0050	10125346 Juice, Cranberry Juice, Cranberry, plastic cups, frozen, US Grade A, 96/4 oz, Sysco Brand	204	Case	9.60	\$ 1,958.40
0060	10125347 Juice, Grape, US Grade A Juice, Grape, US Grade A, 12/32 oz, Ardmore	123	Case	25.90	\$ 3,185.70
0070	10125348 Juice, Grape, US Grade A, 96/4 Juice, Grape, US Grade A, 96/4 oz, 3-1 Sugar content (PLASTIC CUPS), Sysco Brand	231	Case	9.77	\$ 2,256.87

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Item	Material/Description	Target QtyUM	Unit Price	Amount
0080	10125349 Juice, Grape, 70/4 Juice, Grape, US Grade A, 70/4 oz, 3-1 Sugar content, CARTONS, Sysco Brand	38 Case	7.18	\$ 272.84
0090	10125350 Juice, Grapefruit-Orange, unsweetened Juice, Grapefruit-Orange, unsweetened, US Grade A, 70/4 oz, Sysco Brand	1 Case	8.40	\$ 8.40
0100	10125351 Juice, Orange, unsweetened Juice, Orange, unsweetened, US Grade A, 12/32 oz, CONC.3+1 FF, Sysco Brand	624 Case	30.62	\$ 19,106.88
0110	10125352 Juice, Pineapple, unsweetened Juice, Orange, US Grade A, 70/4 oz, Sysco Brand	695 Case	9.19	\$ 6,387.05
0120	10125353 Juice, Pineapple, unsweetened Juice, Pineapple, unsweetened US Grade A, 70/4 oz, Sysco Brand	1 Case	7.69	\$ 7.69
0130	10125354 Juice, Pineapple, unsweetened , 96/4 Juice, Pineapple, unsweetened US Grade A, 96/4 oz, PLASTIC CUPS, Sysco Brand	254 Case	10.45	\$ 2,654.30
0140	10125355 Juice, Prune, Unsweetened Juice, Prune, Unsweetened, US Grade A, 96/4 oz, Sysco Brand	120 Case	18.24	\$ 2,188.80
0150	10125356 Juice, Tomato, unsweetened Juice, Tomato, unsweetened, US Grade A, 96/4 oz, Sysco Brand	1 Case	13.62	\$ 13.62
0160	10125357 Fruit Punch, 48 Fruit Punch, 70/4 oz, Sysco Brand	6 Case	5.45	\$ 32.70
0170	10125358 Lemonade, Concentrate	20 Case	16.50	\$ 330.00

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Lemonade, Concentrate, 12/32 oz, Sysco Brand			
0180	10125359 Omelets, frozen, Cheddar Cheese Omelets, frozen, Cheddar Cheese, 48/3.5 oz, Sysco Brand	222 Case	24.14	\$ 5,359.08
0190	10125360 Omelets, frozen Omelets, frozen, Western, Ham or Sausage, 48/3.5 oz, Sysco Brand	1 Case	24.94	\$ 24.94
0200	10125361 Pancakes, 144 Pancakes, 144/1.25 oz, Mrs Butterworth	1 Case	8.88	\$ 8.88
0210	10125361 Pancakes, 144 Pancakes, 144/1.25 oz, Mrs Butterworth	773 Case	8.88	\$ 6,864.24
0220	10125362 Toast, French, cooked and breaded Toast, French, cooked and breaded, deep dipped in egg batter, 180/9 oz, Farm Rich	156 Case	9.65	\$ 1,505.40
0230	10125363 Toast, French, Plain, Ready to Cook Toast, French, Plain, Ready to Cook, 144/2 oz, Aunt Jemima	212 Case	15.60	\$ 3,307.20
0240	10125364 Waffles, frozen, plain, 96 Waffles, frozen, plain, 144 ct, Mrs Butterworth	1 Case	7.65	\$ 7.65
0250	10125365 Waffles, Round, PLAIN, 120 Waffles, Round, PLAIN, 144 ct, Aunt Jemima	218 Case	15.53	\$ 3,385.54
0260	10125366 Biscuits, Jumbo Buttermilk, full baked Biscuits, frozen, 24/10, Merico	1 Case	6.98	\$ 6.98
0270	10125367 Biscuits, Jumbo Buttermilk, full baked Biscuits, Jumbo Buttermilk, full baked, frozen. 120/2.25 oz, Pillsbury	210 Case	18.20	\$ 3,822.00

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Item	Material/Description	Target QtyUM	Unit Price	Amount
0280	10125368 Biscuits, pre-baked, layers, frozen Biscuits, pre-baked, layers, frozen, 120 ct, Pillsbury	8 Case	18.20	\$ 145.60
0290	10125369 Biscuits, Old Fashion Biscuits, Old Fashion baking powder biscuit, frozen dough product, Redi-Bake, 180 cs, Redi-Bake	162 Case	24.75	\$ 4,009.50
0300	10125370 Croissants, Sliced Sandwich Croissants, Sliced Sandwich, frozen, 64/2.5 oz, Bakrs Clas	79 Case	24.75	\$ 1,955.25
0310	10125371 Peaches Peaches, U.S. Grade A Fancy-5-1 Sugar, 6/4.5 lbs, Sysco Brand	6 Case	22.41	\$ 134.46
0320	10125372 Strawberries-Sugar Strawberries, 4-1 Sugar, 6/6.5 lbs, Fineline	22 Case	37.83	\$ 832.26
0330	10125373 Strawberries-Unsweetened Strawberries, IQF, Unsweetened, 1 lb, Sysco Brand (Packaged in 10 lbs Bags)	335 Case	1.27	\$ 425.45
0340	10125374 Strawberries, sliced Strawberries, sliced, 4-1 Sugar, 30 lbs, Fineline	144 Case	28.80	\$ 4,147.20
0350	10125375 Broccoli, Spears only Broccoli, Spears only, frozen, US Grade A, 12/2 lbs, Fineline	195 Case	15.03	\$ 2,930.85
0360	10125376 Broccoli & Cauliflower Mix Broccoli & Cauliflower Mix, frozen, US Grade A, 12/2 lbs, Fineline	63 Case	17.28	\$ 1,088.64
0370	10125377 Broccoli, Chopped Broccoli, Chopped, US Grade A Fancy, 12/2.5 lbs, Fineline	46 Case	16.33	\$ 751.18

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0380	10125378 Broccoli, Cut Broccoli, Cut, US Grade A Fancy, 12/2.5 lbs, Fineline	321	Case	16.79	\$ 5,389.59
0390	10125379 Brussel Sprout, frozen Brussel Sprout, frozen, US Grade A Fancy, 12/2 lbs, Fineline	222	Case	16.60	\$ 3,685.20
0400	10125380 Carrots, Sliced Carrots, Sliced, frozen, US Grade A, 12/2 lbs, Fineline	565	Case	10.32	\$ 5,830.80
0410	10125381 Cauliflower, frozen Cauliflower, frozen, US Grade A Fancy, 12/2 lbs, Fineline	330	Case	16.76	\$ 5,530.80
0420	10125382 Collard Greens, frozen Collard Greens, frozen, US Grade A, 12/3 lbs, Sysco Brand	8	Case	18.70	\$ 149.60
0430	10125383 Corn on Cob, frozen Corn on Cob, frozen, US Grade A, 96/3", Sysco Brand or Fineline	551	Case	13.89	\$ 7,653.39
0440	10125384 Corn, Cream Style, frozen Corn, Cream Style, frozen, US Grade A, 12/4 lbs, Sysco Brand	1	Case	42.24	\$ 42.24
0450	10125385 Corn, Yellow, Whole Kernel, frozen Corn, Yellow, Whole Kernel, frozen, US Grade A Fancy, 12/2.5 lbs, Fineline	56	Case	18.45	\$ 1,033.20
0460	10125386 Limas Large, all green Limas Large, all green, U.S. Grade A Fancy, 30 lbs, Sysco Brand	60	Case	28.80	\$ 1,728.00
0470	10125387 Lima Beans, Baby Lima Beans, Baby all green U.S. Grade A Fancy, 12/2.5 lbs, Fineline	119	Case	24.27	\$ 2,888.13

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0480	10125388 Mustard Greens Mustard Greens, US Grade A, 12/3 lbs, Sysco Brand	105	Case	18.64	\$ 1,957.20
0490	10125389 Okra, cut Okra cut, Grade A, 12/3 lbs, Sysco Brand	74	Case	22.10	\$ 1,635.40
0500	10125390 Okra, whole Okra whole US Grade A, 12/2.5 lbs, Sysco Brand	35	Case	19.01	\$ 665.35
0510	10125391 Peas & Carrots Peas & Carrots US Grade A, 12/2.5 lbs, Sysco Brand or Fineline	77	Case	17.70	\$ 1,362.90
0520	10125392 Peas, English Peas, English, US Grade A, 12/2.5 lbs, Sysco Brand or Fineline	336	Case	18.01	\$ 6,051.36
0530	10125393 Spinach, chopped Spinach, chopped US Grade A, 12/3 lbs, Sysco Brand or Fineline	297	Case	18.32	\$ 5,441.04
0540	10125394 Spinach, whole leaf Spinach, whole leaf Grade A Fancy, 12/3 lbs, Sysco Brand	5	Case	19.08	\$ 95.40
0550	10125395 Squash, yellow summer, sliced Squash, yellow summer, sliced US Grade A, 12/3 lbs, Sysco Brand or Fineline	410	Case	24.45	\$ 10,024.50
0560	10125396 Squash, Zucchini, sliced Squash, Zucchini, sliced US Grade A, 12/3 lbs, Fineline	153	Case	23.40	\$ 3,580.20
0570	10125397 Turnip Greens, Chopped, Fancy Turnip Greens, Chopped, Fancy, 12/3 lbs, Sysco Brand	100	Case	18.71	\$ 1,871.00

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0580	10125398 Turnip Greens w/roots sliced Turnip Greens w/roots sliced US Grade A, 12/3 lbs, Sysco Brand	161	Case	18.71	\$ 3,012.31
0590	10125399 Vegetables, mixed Vegetables, mixed US Grade A, 12/2.5 lbs, Sysco Brand or Fineline	133	Case	17.94	\$ 2,386.02
0600	10125400 Vegetables, Oriental Vegetables, Oriental for Stir fry w/green beans, broccoli, mushroom & onion. US Grade A, 20 lbs, Fineline	98	Case	14.28	\$ 1,399.44
0610	10125401 Vegetables, Italian Mix Vegetables, Italian Mix plus onions & mushrooms, US GRADE A, 20 lbs, Fineline	197	Case	14.28	\$ 2,813.16
0620	10125405 Onion Rings, Batter Dipped Onion Rings, Batter Dipped, bulk, Homestyle, 11 lbs, Sysco	287	Case	18.24	\$ 5,234.88
0630	10125406 Onion Rings, Breaded Onion Rings, Breaded, 12/2 lbs, Moore	162	Case	22.36	\$ 3,622.32
0640	10125407 Potatoes, Crinkle cut Potatoes, Crinkle cut, 6/5 lbs, (Oven Ready Only), Orelida	30	Case	13.50	\$ 405.00
0650	10125408 Potatoes, Crispy Q's Potatoes, Crispy Q's, premium skin-on russets, crispy coated in mild seasonings and natural spices, poly-lined bags 4/6 lbs, TaterBoy	6	Case	16.09	\$ 96.54
0660	10125409 Potatoes, formed Potatoes, formed cylindrical shape, 6/5 lbs, pre-cooked, Simplot or Orelida or Lamb	217	Case	13.39	\$ 2,905.63

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Item	Material/Description	Target QtyUM	Unit Price	Amount
0670	10125410 Potatoes, FF Wedge Potatoes, FF Wedge, Jala 10 cut, 6/5 lbs, Simplot	8 Case	17.60	\$ 140.80
0680	10125411 Potatoes, FF Wedge, sour Potatoes, FF Wedge, sour cream & chive, 6/5 lbs, Simplot	1 Case	18.31	\$ 18.31
0690	10125412 Potatoes, French Fries Potatoes, French Fries, Grade A Fancy, 6/5 lbs, Sysco Brand or Lamb	113 Case	12.60	\$ 1,423.80
0700	10125413 Potatoes, French Fries, Shoestring Potatoes, French Fries, Shoestring, 6/4.5 lbs, , Sysco Brand or Lamb	144 Case	12.25	\$ 1,764.00
0710	10125414 Potatoes, Hash Brown Potatoes, Hash Brown, 96/3 oz, Sysco	196 Case	10.45	\$ 2,048.20
0720	10125415 Potatoes, Hash Brown, Diced Potatoes, Hash Brown, Diced, 6/6 lbs, Simplot	68 Case	18.36	\$ 1,248.48
0730	10125416 Potatoes, Hash Brown, Chunks Potatoes, Hash Brown, Chunks - No Peel, 6/5 lbs, Zero	24 Case	14.71	\$ 353.04
0740	10125417 Potatoes, Tater Roundabouts Potatoes, Tater Roundabouts, 1 1/8" disc, 3/8" thick, 6/5 lbs, Sim	229 Case	13.76	\$ 3,151.04
0750	10125418 Potatoes, Steak Fries Potatoes, Steak Fries, 6/5 lbs, Orelda	60 Case	13.50	\$ 810.00
0760	10125419 Potatoes, Formed, Triangular Potatoes, Formed, Triangular patties, shredded, 6/5 lbs, Sysco	25 Case	17.98	\$ 449.50

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0770	10125420 Potato Wedges, oven Potato Wedges, oven brown skin on, 6/5 lbs, Simplot	130	Case	13.50	\$ 1,755.00
0780	10125421 Corn Nuggets Corn Nuggets, 6/2 lbs, Sysco Brand	86	Case	17.55	\$ 1,509.30
0790	10125422 Vegetable Sticks, pre-baked Vegetable Sticks, pre-baked, blend of corn, carrots, onions, green beans, 6/2 lbs, Sea Pak	178	Case	15.82	\$ 2,815.96
0800	10125423 Corn Dogs, Beef & Pork, pre-cooked Corn Dogs, Beef & Pork, pre-cooked, frozen, 60/2.67 oz, Sysco	798	Case	12.96	\$ 10,342.08
0810	10125425 Beef, Patties, Chuckwagon style Beef, Patties, Chuckwagon style, pre-cooked, lightly breaded, 40/4 oz, Advance	1,526	Case	13.08	\$ 19,960.08
0820	10125426 Beef Fingers, pre-cooked, deep fried Beef Fingers, pre-cooked, deep fried, tenderized beef, frozen, 160/1 Oz, All Beef, No TVP added, Advance	438	Case	15.75	\$ 6,898.50
0830	10125428 Meatballs, pre-cooked Meatballs, pre-cooked, 160/1 oz, Advance	2,088	Case	14.10	\$ 29,440.80
0840	10125429 Steaks, Beef Peppered Steaks, Beef Peppered, 40/4 oz, Sysco Brand	7	Case	21.20	\$ 148.40
0850	10125430 Cabbage Roll, Stuffed Cabbage Roll, Stuffed with ground beef/tomato sauce. Frozen, 4/5.75 lbs, Block/Barl	12	Case	53.85	\$ 646.20
0860	10125431 Peppers, Stuffed	479	Case	43.59	\$ 20,879.61

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Peppers, Stuffed Green w/beef & sauce, vacuum packed, 4/5.19 lbs, Block/Barl			
0870	10125432 Beef, Chopped Beef, Chopped, Hickory smoked with sauce & textured vegetable protein, no more than 10% TVP, Bidder must submit label with bid. First ingredient must be beef. Frozen, USDA, 4/5 lbs, Hickory Hol	100 Case	28.36	\$ 2,836.00
0880	10125433 Lasagna Lasagna, nutritional values must meet recommended daily allowance for protein and carbohydrates, 4/6 lbs, Stouffer	50 Case	45.59	\$ 2,279.50
0890	10125434 Pizza, Mexican Style Pizza, Mexican Style, Sausage with TYP pizza with 5" round deep corn meal crust - Combo Supreme, 54/6.33 oz, Little Charlies	10 Case	40.85	\$ 408.50
0900	10125435 Pizza, Supreme,Indiv Pizza, Supreme, Individual, 54/5" cs, Little Charlies	205 Case	41.64	\$ 8,536.20
0910	10125436 Pizza, Supreme,Sausage- Pizza, Supreme, Sausage, Vegetables & Cheese, 54/6.33 oz, Little Charlies	6 Case	40.85	\$ 245.10
0920	10125437 Pizza, Sausage Pizza, Sausage & textured vegetable protein, 96 - 4" X 6", Tony's	1 Case	38.98	\$ 38.98
0930	10125438 Pot Pies, Chicken & Turkey Pot Pies, meat and vegetables in gravy, in pastry crust, Chicken & Turkey, 24/7 oz, Banquet	1 Case	15.88	\$ 15.88
0940	10125439 Pot Pies, Beef Pot Pies, meat and vegetables in gravy, in pastry crust, Beef, 24/7 oz, Banquet	1 Case	15.88	\$ 15.88

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Item	Material/Description	Target QtyUM	Unit Price	Amount
0950	10125440 Steak, Chicken Fried, Battered Steak, Chicken Fried, Battered, Raw Home-style, 4 oz, 10 lbs case, Advance	236 Case	11.05	\$ 2,607.80
0960	10125441 Steak, Chicken Fried, Battered, Raw Steak, Chicken Fried, Battered, Raw Home-style, 24/6 oz, 10 lbs case, Advance	1 Case	37.14	\$ 37.14
0970	10125442 Steak, Chicken Fried, Battered Steak, Chicken Fried, Battered, Raw So. Style Seas., 4 oz, 10 lbs case, Advance	16 Case	11.05	\$ 176.80
0980	10125443 Steak, Chicken Fried, Battered, Cooked Steak, Chicken Fried, Battered, Fully Cooked. Style Seas., 45/4 oz, Sysco	1 Case	15.62	\$ 15.62
0990	10125442 Steak, Chicken Fried, Battered Steak, Chicken Fried, Battered, Raw So. Style Seas., 4 oz, 10 lbs case, Advance	1 Case	11.05	\$ 11.05
1000	10125444 Steak, Salisbury w/gravy Steak, Salisbury w/gravy, 4/4.3125 lbs, Stouffer	58 Case	36.92	\$ 2,141.36
1010	10125446 Veal Cutlets Veal Cutlets, breaded pre-cooked, 40/4 oz, Advance	153 Case	16.50	\$ 2,524.50
1020	10125447 Pork Fritters, Raw Pork Fritters, Raw, Breaded, 40/4 oz, Advance	15 Case	13.20	\$ 198.00
1030	10125448 Pork patty, McRib Style Pork patty, McRib Style, shaped like a rib, barbeque style, natural smoke flavor, Pre-Cooked, 40/4 oz, Advance	266 Case	14.70	\$ 3,910.20

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Item	Material/Description	Target QtyUM	Unit Price	Amount
1040	10125449 Burrito, Beef & Bean Burrito, Beef & Bean, 72/4 oz, Fernando	305 Case	10.98	\$ 3,348.90
1050	10125451 Enchiladas, Cheese Enchiladas, Cheese, 90/1.63 oz, Casa	147 Case	14.48	\$ 2,128.56
1060	10125452 Tamales, in natural Tamales, wrapped in natural corn shuck, 2/60 ct, Rodriguez	36 Case	24.09	\$ 867.24
1070	10125453 Chicken Breast, boneless Chicken Breast, boneless, skinless, 100% whole white meat, not formed, natural breaded, buttermilk style pre-cooked, frozen, 10 lbs case, Brakebush	139 Case	22.70	\$ 3,155.30
1080	10125454 Chicken Breast, boneless, skinless Chicken Breast, boneless, skinless, 100% whole white meat, not formed, natural breaded, buttermilk style pre-cooked, frozen, 150/1.14 oz, Sysco Brand or Tyson	1,118 Case	21.57	\$ 24,115.26
1090	10125455 Chicken Breast Fillet Chicken Breast Fillet, 100% whole white meat, not formed, natural breaded & browned, 60/3.53 4 oz, Sysco Brand	253 Case	18.96	\$ 4,796.88
1100	10125456 Chicken, Diced Chicken, Diced, fully cooked, frozen, 60% white, 40% dark USDA Inspected, 10 lbs, Sysco Brand	804 Case	25.52	\$ 20,518.08
1110	10125457 Chicken, Fried, cooked Chicken, Fried, fully cooked, frozen, 68% meat, 18% breading, 7 oz, 25 lbs case, Tyson	270 Case	51.50	\$ 13,905.00
1120	10125458 Chicken & Dumpling Chicken Ala King, 4/5 lbs, Sysco Brand	1 Case	58.40	\$ 58.40

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
1130	10125458 Chicken & Dumpling Chicken & Dumpling in Boil Bag, 4/8 lbs, Sysco Brand	160	Case	55.98	\$ 8,956.80
1140	10125460 Egg Roll Egg Roll, Pork, Chicken, Veg. or Shrimp, 73/3 oz, Jade Mt	117	Case	33.01	\$ 3,862.17
1150	10125461 Turkey Breast, Oven Roasted Turkey Breast, Oven Roasted, SKIN ON NATURAL SHAPE, whole breast w/1/2 breast under. Should contain no trimmings or ground, chopped and comminuted meat. Shall contain no extenders or binders. Skin shall be 10% or less by weight, and packed 2 per master case. PRESSED ROLLS NOT ACCEPTABLE, 6-10 lbs case, Block/Barl	717	Case	1.76	\$ 1,261.92
1160	10125462 Turkey Breast, fully cooked Turkey Breast, fully cooked, SMOKED, PRESSED ROLLS WILL NOT BE ACCEPTED, 6-10 lbs case, BBRL/JO	1,083	Case	1.92	\$ 2,079.36
1170	10125463 Turkey, Diced Turkey, Diced or pulled meat, fully cooked, 60% white, 40% dark, 10 lbs case, Jennie-O	13	Case	17.50	\$ 227.50
1180	10125464 Turkey Ham, fully Turkey Ham, fully cooked, round shaped, hickory smoked, approximately 15-17" in length, DIAMETER - 5-7". Shall contain no trimmings, extenders or binders. PRESSED ROLLS WILL NOT BE ACCEPTED, 2/10 - 11 lbs case, Jennie-O	172	Case	1.03	\$ 177.16
1190	10125464 Turkey Ham, fully Turkey Ham, fully cooked, round shaped, hickory smoked, approximately 15-17" in length, DIAMETER - 5-7". Shall contain no trimmings, extenders or binders. PRESSED ROLLS WILL NOT BE ACCEPTED, 2/10 - 11 lbs case, Jennie-O	1,615	Case	1.03	\$ 1,663.45

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Item	Material/Description	Target QtyUM	Unit Price	Amount
1200	10125465 Fish, Catfish Fillets Fish, Catfish Fillets, pond raised, boneless, unbreaded, individually quick frozen, US Grade A, 3 - 5 oz, 15 lbs case, Sysco Brand or Span	35 Case	43.20	\$ 1,512.00
1210	10125465 Fish, Catfish Fillets Fish, Catfish Fillets, pond raised, boneless, unbreaded, individually quick frozen, US Grade A, 3 - 5 oz, 15 lbs case, Sysco Brand or Span	2,175 Case	43.20	\$ 93,960.00
1220	10125466 Fish, Tilapia Fish, Tilapia Fillets, boneless, unbreaded, individually quick frozen, 3 - 5 oz, 10 lbs case, Gbest	1,619 Case	18.40	\$ 29,789.60
1230	10125467 Fish, Cod Fish, Cod Krispies, breaded, pre-cooked, wedge shaped, frozen, US Grade A, 3 oz, 10 lbs case, Ice	171 Case	33.90	\$ 5,796.90
1240	10125468 Fish, Cod Squares Fish, Cod Squares, pre-cooked, breaded, US Grade A, 4 oz, 10 lbs case, Ice or Port	276 Case	33.90	\$ 9,356.40
1250	10125469 Fish, Haddock Fish, Haddock, Squares, whole steaks breaded, precooked, US Grade A, 3 oz, 10 lbs case, Portico	21 Case	18.70	\$ 392.70
1260	10125470 Fish, Steaks Fish, Steaks, Haddock or Cod, US Grade A Whole, precooked, breaded, 3 oz, 10 lbs case, Portico	300 Case	18.70	\$ 5,610.00
1270	10125474 Brownies, frozen Brownies, frozen, 4/71 oz, Sara Lee	150 Case	41.65	\$ 6,247.50

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Item	Material/Description	Target QtyUM	Unit Price	Amount
1280	10125475 Cake, Blueberry Crumb Cake, Blueberry Crumb, frozen, 96/cs, Sara Lee	19 Case	25.68	\$ 487.92
1290	10125476 Cake, Cheese cake Cake, Cheese cake - sheetcakes, frozen, 4/cs, Sara Lee	33 Case	47.52	\$ 1,568.16
1300	10125477 Cake, French Crumb Cake, French Crumb, frozen, 96/cs, Sara Lee	1 Case	28.02	\$ 28.02
1310	10125478 Cake-Layer, Coconut Cake-Layer, Coconut, two-three layer, frozen, 6/cs, Sara Lee	6 Case	36.94	\$ 221.64
1320	10125479 Cake-Layer, Walnut Cake-Layer, Walnut, two-three layer, frozen, 6/cs, Sara Lee	58 Case	33.67	\$ 1,952.86
1330	10125480 Cakes, Pound Cakes, Pound, frozen 10"x4" loaf, 12/16 oz, Sara Lee	25 Case	33.35	\$ 833.75
1340	10125481 Cakes, Birthday Cakes, Birthday, Individual, frozen, 80/1.75 oz, Superbkry	10 Case	16.55	\$ 165.50
1350	10125482 Cake, Tray, Carrot Cake, Tray, Carrot, frozen 4/99 oz, Sysco	21 Case	51.75	\$ 1,086.75
1360	10125483 Cake, Tray, Coconut Cake, Tray, Coconut, frozen, 4/78 oz, Sysco	21 Case	38.20	\$ 802.20
1370	10125484 Cake, Tray, German Chocolate Cake, Tray, German Chocolate, Sheet cake, frozen, 4/78 oz, Sysco	21 Case	39.82	\$ 836.22
1380	10125485 Cookies, Chocolate Chip	47 Case	21.65	\$ 1,017.55

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	Cookies, Chocolate Chip, frozen, unbaked, 320/1 oz, Otis Spunk				
1390	10125486 Cookies, Peanut Butter Cookies, Peanut Butter, frozen, unbaked, 320/1 oz, Otis Spunk	37	Case	22.55	\$ 834.35
1400	10125487 Cookies, Raisin Oatmeal Cookies, Raisin Oatmeal, frozen, unbaked, 320/1 oz, Otis Spunk	35	Case	22.55	\$ 789.25
1410	10125488 Cookies, Sugar Cookies, Sugar, frozen, unbaked, 320/1 oz, Otis Spunk	28	Case	19.56	\$ 547.68
1420	10125489 Danish, Apple Danish, Apple, Individual wrapped, frozen, 24/3.25 oz, Sara Lee	269	Case	10.85	\$ 2,918.65
1430	10125490 Danish, Cheese Danish, Cheese, Individual wrapped, frozen, 24/3.25 oz, Sara Lee	72	Case	11.65	\$ 838.80
1440	10125491 Danish, Honey Danish, Honey Bun, 80/2.5 oz, Superbkry	66	Case	17.44	\$ 1,151.04
1450	10125492 Danish, Individual Danish, Honey Bun, Individual wrapped, pre-cooked, frozen, 80/2.25 oz, Superbkry	66	Case	17.44	\$ 1,151.04
1460	10125494 Dough, Cinnamon Dough, Cinnamon Sweet Roll, frozen, 180/2 oz, Bridgeford	123	Case	24.48	\$ 3,011.04
1470	10125496 Doughnuts, Fortified Doughnuts, Fortified, Cake type, Fortified with minerals, vitamins and protein (must contain 5 grams protein per serving) Regular style, Individual wrapped, frozen, 80/2.5 oz, Superbkry	84	Case	17.40	\$ 1,461.60
1480	10125497 Doughnuts	191	Case	20.78	\$ 3,968.98

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Doughnuts, Tray packed, glazed, frozen, Not individual wrapped, 108/1.2 oz, Everfresh			
1490	10125498 Loaf, Individually wrapped Loaf, Assorted Flavors: Apple-Cinnamon, Banana, Blueberry, Carrot, frozen, Individually wrapped, 72/2 oz, Keeb Elfin	4 Case	19.55	\$ 78.20
1500	10125498 Loaf, Individually wrapped Loaf, Assorted Flavors: Apple-Cinnamon, Banana, Blueberry, Carrot, frozen, Individually wrapped, 72/2 oz, Keeb Elfin	6 Case	19.55	\$ 117.30
1510	10125499 Muffins, Blueberry Muffins, Blueberry, pre-baked, 100/2.12 oz, Bkrscls	247 Case	31.07	\$ 7,674.29
1520	10125500 Muffins, Bran Muffins, Bran, pre-baked, 96/2.125 oz, Sara Lee	100 Case	29.47	\$ 2,947.00
1530	10125501 Muffins, Cranberry nut Muffins, Cranberry nut, pre-cooked, 96/2.125 oz, Sara Lee	1 Case	32.75	\$ 32.75
1550	10125503 Pie Dough Sheets Pie Dough Sheets, 10X10 inch square, 25/15 oz, Good Ol Days	158 Case	17.07	\$ 2,697.06
1560	10125504 Pie Shells Pie Shells, single 20/9" pie crusts, Case, Sysco Brand	287 Case	15.98	\$ 4,586.26
1570	10125506 Pie, Apple Pie, Apple, THAW & SERVE, 6/48 oz, Mrs Smith	28 Case	27.50	\$ 770.00
1580	10125507 Pie, Boston Cream Pie, Boston Cream, THAW & SERVE, 6/33 oz, Mrs Smith	12 Case	26.90	\$ 322.80
1590	10125508 Pie, Chocolate pudding	90 Case	26.96	\$ 2,426.40

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	Pie, Chocolate pudding, THAW & SERVE, 4/49 oz, Mrs Smith				
1600	10125509 Pie, Coconut Meringue Pie, Coconut Meringue condensed, THAW & SERVE, 6/34 oz, Mrs Smith	40	Case	27.50	\$ 1,100.00
1610	10125510 Pie, Lemon Meringue Pie, Lemon Meringue, Flakey shortbread crust, light meringue, THAW & SERVE, 4/49 oz, Mrs Smith	40	Case	22.41	\$ 896.40
1620	10125511 Pie, Lemon Meringue Pie, Lemon Meringue, Baked Pastry Shell, THAW & SERVE, 6/38 oz, Mrs Smith	84	Case	26.52	\$ 2,227.68
1630	10125512 Pie, Pecan Pie, Pecan, THAW & SERVE, 6/36 oz, Mrs Smith	38	Case	30.85	\$ 1,172.30
1640	10125513 Pie, Pumpkin Pie, Pumpkin, THAW & SERVE, 6/44 oz, Mrs Smith	26	Case	24.67	\$ 641.42
1650	10125514 Pie, Apple Pie, Apple, READY TO BAKE, 6/46 oz, Mrs Smith	120	Case	19.91	\$ 2,389.20
1660	10125515 Pie, Cherry Pie, Cherry, READY TO BAKE, 6/46 oz, Mrs Smith	40	Case	27.92	\$ 1,116.80
1670	10125516 Pie, Dutch Apple Pie, Dutch Apple, READY TO BAKE, 6/46 oz, Mrs Smith	122	Case	22.22	\$ 2,710.84
1680	10125517 Pie, Peach Pie, Peach READY TO BAKE, 6/46 oz, Mrs Smith	40	Case	23.75	\$ 950.00
1690	10125518 Pie, Pecan	1	Case	30.88	\$ 30.88

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
	Pie, Pecan, READY TO BAKE, 6/36 oz, Mrs Smith				
1700	10125519 Topping, Whipped QT Topping, Whipped, 12/1 qt, Sysco	126	Case	26.10	\$ 3,288.60
1710	10125520 Topping, Whipped OZ Topping, Whipped, Plastic Bags, 12/16 oz, Sysco	64	Case	25.88	\$ 1,656.32
1720	10125521 Turnover, Apple Turnover, Apple, Cutie Pie, 80/3 oz, Cutiepie	4	Case	17.45	\$ 69.80
1730	10125522 Turnovers, Apple Turnovers, Apple, pre-cooked - made from pie crust or puff pastry square, filled with fruit, 80/3 oz, Cutiepie	110	Case	17.36	\$ 1,909.60
1740	10125523 Turnovers, Cherry Turnovers, Cherry, pre-cooked - made from pie crust or puff pastry square, filled with fruit, 80/3 oz, Cutiepie	6	Case	17.36	\$ 104.16
1750	10125524 Turnovers, Peach Turnovers, Peach, pre-cooked - made from pie crust or puff pastry square, filled with fruit, 80/3 oz, Cutiepie	110	Case	17.36	\$ 1,909.60
1760	10125525 Shakes, Nutra Citrus Shakes, Nutra Citrus: Fat free, Lactose free, Cholesterol Free, Sugar Free; 200 calories; Available Flavors: ORANGE, 75/4 oz, Nutra Balance	1,200	Case	31.45	\$ 37,740.00
1770	10125526 Shakes, Nutra, Assorted Shakes, Nutra; 200 calories per serving. Available Flavors: Chocolate, Vanilla, and Strawberry, 76/4 oz, Novartis	100	Case	17.96	\$ 1,796.00
1780	10125527 Shakes, Nutra Fiber Shakes, Nutra Fiber: No cholesterol, 300 calories 4 gms. soluble	100	Case	16.69	\$ 1,669.00

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	fiber; Available flavors: Vanilla, Strawberry, and Chocolate, 50/6 oz, Novartis			
1790	10125529 Tortillas, Flour Tortillas, Flour, pre-baked, FLAT, 5.5" - 6", 12/24 count, Mexicanorig	222 Case	13.45	\$ 2,985.90
1800	10125530 Tortillas, Corn Meal Tortillas, Corn Meal, Shells, 5.5" - 6", 6/120 count, Mexicanorig	113 Case	18.45	\$ 2,084.85

## OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.
4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.

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**8. DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

**9. BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

**10. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

**11. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

**12. DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

**13. VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

**14. INVOICING:** The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

**15. STATE PROPERTY:** Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

**16. ASSIGNMENT:** This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

**17. OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

**18. LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in

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normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

**19.QUANTITIES:** The state may order more or less than the estimated quantity in the invitation for bid.

**20.DISCLOSURE:** Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**

All purchasing rules and regulations defined by the State of Arkansas apply to this document.